

REKKI BUYER

LICENCE AGREEMENT

These terms and conditions were last updated in March 2024.

1. Introduction

1.1 **PLEASE READ THIS LICENCE AGREEMENT CAREFULLY.** This licence agreement ("**Agreement**"):

- (a) applies to the Buyer App and the REKKI Services (as both such terms are defined in clause 2.1) owned and provided by:
 - (i) if you are located in the USA, then REKKI Inc. (incorporated under the laws of Delaware and having its principal place of business at 1114 Avenue of the Americas, 28th Floor, % Luxor Capital Group, New York, NY 10036, USA; or
 - (ii) if you are located outside the USA, REKKI Limited (trading as REKKI) (and its subsidiaries and affiliates) (company registration number: 07849223) of Unit 3, NW Works, 135 Salusbury Road, London, NW6 6RJ, VAT registration number is 126487204 ("**REKKI**") (**we, us and our**); and
- (b) sets out the basis on which REKKI makes the Buyer App and the REKKI Services available to you to browse and/or purchase Products from a Supplier in accordance with this Agreement ("**you**", "**your**" or "**Buyer**") and governs the relationship between you and REKKI.

This Agreement also includes our [Privacy Policy](#) ("**Privacy Policy**").

To make payments to Pro-suppliers (see clause 5), you will also agree to the service terms and the privacy policy ("**Payment Services Agreement**") of a selected third party payment service provider ("**Payment Services Provider**").

1.2 This Agreement applies to any of the REKKI Services and/ or other REKKI offers that may be accessible and available to you through the Buyer App, unless separate or additional terms apply, in which case they will be displayed on-screen or accessible via a link or subject to a standalone agreement between you and REKKI (as the case may be) ("**Additional Agreements**"). If there is any conflict or inconsistency between the terms of this Agreement and an Additional Agreement, the Additional Agreement shall take precedence over the terms of the Agreement to the extent of such conflict or inconsistency. The Privacy Policy also forms an integral part of this Agreement.

1.3 **IF YOU ARE ACCESSING THE APPLICATION FROM THE UNITED STATES OF AMERICA, ADDITIONAL TERMS APPLY, INCLUDING AN ARBITRATION CLAUSE. PLEASE VISIT THE SECTION ENTITLED "ADDITIONAL TERMS FOR BUYERS IN THE UNITED STATES" THAT FOLLOWS THIS AGREEMENT.**

1.4 **BY CLICKING "I ACCEPT" WHERE INDICATED IN THE REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING OUR PRIVACY POLICY AND THE PAYMENT SERVICES PROVIDER AGREEMENT AT ALL TIMES. YOU ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN US AND YOU (AND, IF RELEVANT, ANY ORGANISATION ON WHOSE BEHALF YOU ARE ACTING). IF YOU ARE ACTING ON BEHALF OF ANY ORGANISATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT ORGANISATION AS AN AUTHORISED USER. IF YOU (OR, IF RELEVANT, YOUR ORGANISATION) ARE NOT**

ELIGIBLE OR DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT (OR IF YOU DO NOT HAVE THE RIGHT TO BIND YOUR ORGANISATION AS AN AUTHORISED USER), YOU ARE NOT PERMITTED TO ACCESS OR USE THE BUYER APP, AND YOU MUST NOT PROCEED FURTHER.

- 1.5 To use the Buyer App and the REKKI Services, you must be either a corporation or a person who is at least 18 years old and be acting in the course of a business carried on by the Buyer you represent. You represent and warrant to us that: (a) you and each Authorised User is at least 18 years old; (b) you have not previously been suspended, restricted or removed from any of the REKKI Services or had your access to the Buyer App or REKKI Services revoked, suspended or restricted or been banned or removed from other e-commerce marketplace platforms; and (c) your registration, access and use of the Buyer App and the REKKI Services, and use of the Buyer App and the REKKI Services by an Authorised User, is in compliance with any and all Applicable Laws. You shall be responsible for all acts or omissions on the part of each Authorised User. If you are an entity, organisation or company, the individual accepting this Agreement on your behalf represents and warrants that he or she has the authority to bind you to this Agreement and you agree to be bound by this Agreement. In this Agreement, unless the context otherwise requires, all further references to **you, your, Buyer** and to **Authorised User** means both you as an individual user of the Buyer App and the REKKI Services and also the organisation on whose behalf you are acting (if any) in using the Buyer App and the REKKI Services.
- 1.6 We reserve the right, in our sole discretion, to change this Agreement from time to time to, for example, reflect changes in the market conditions affecting our business, changes in Applicable Laws, best practice, technology and payment methods, changes in our systems capabilities and to deal with additional features. When we make material changes to this Agreement, we will always give you at least ten (10) days' notice of such changes. This may include seeking your agreement within the Buyer App by, for example, displaying the updated terms on-screen or with a link to the updated terms or by sending you an email or notifying you of the change when you next start the Buyer App. In some cases, we will notify you in advance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to accept the changes, you may close your account and terminate this Agreement by either deleting your REKKI Account on the Buyer App or contacting us at support@rekki.com before such changes take effect (subject to yours and our accrued rights under clause 15.6). Your continued access or use of the Buyer App and REKKI Services after the relevant changes have been made will constitute your acceptance of the amended Agreement. The terms of this Agreement cannot be varied otherwise without our express written consent. We reserve the right to cease to provide and/or update content to the Buyer App (including without limit the REKKI Content), without prior notice to you, if we need to do so for security or legal reasons.

2. Definitions and Interpretation

- 2.1. Unless the context otherwise requires, the following words and expressions shall have the meaning set forth below:

Applicable Law: means all applicable laws, statutes, regulations and codes relating to and including but not limited to bribery, corruption, slavery and human trafficking, the evasion (and facilitation of evasion) of tax, money laundering and fraud, the purchase of goods and REKKI Services and the businesses of the Buyer and REKKI from time to time in force;

Authorised User: means a person expressly authorised by a Buyer to access and use the Buyer App, REKKI Services and the REKKI Account on the Buyer's behalf;

Buyer App: means the REKKI application intended for use by Buyers to access certain REKKI Services, which is operated by REKKI and made available for use by Buyers on mobile devices (such as mobile phones, tablets and other devices), including any updates to the application that we make available for download from any third party application store;

Intellectual Property Rights: means all intellectual property rights on a world-wide basis whether currently in existence and now known or in future or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

Product: means the Supplier's products available to order via the REKKI Marketplace on the Buyer App in accordance with this Agreement;

Pro-supplier: means a Supplier which has been pre-approved by us to offer and sell its Products, as well as to accept payments through the REKKI Marketplace;

REKKI Account: means a data account in our systems that can be securely accessed and is unique and accessible to you as a Buyer (and your Authorised User(s));

REKKI Content: means any information, images, text, graphics, software, photographs, videos, sound, domain names, media, company name(s), logo, trademarks and any other brand features which are made available by REKKI to the Buyer or submitted to and/ or published on the Buyer App and/or the REKKI Marketplace by REKKI excluding the Buyer Content (as defined in clause 13.1);

REKKI Services: means the following services that are made available to you through the Buyer App or otherwise:

- (a) a basic service allowing a Buyer to use the Buyer App to connect with: (i) Buyer's existing Suppliers (who must register separately for the REKKI application for Suppliers ("**Supplier App**")); and (ii) search for new Suppliers and view, select and place orders for the Suppliers' available Products. In the basic service the purchase and payment for Products to be supplied must be arranged directly between the Supplier and Buyer outside the Buyer App, and such transactions are not subject to the payment terms of this Agreement; and
- (b) a marketplace service operated by REKKI that enables Buyers using the Buyer App to search for, communicate, order and purchase and pay for Products from Pro-suppliers based in the Territory ("**REKKI Marketplace**");
- (c) order or invoice processing services, provision of which will be governed by an Additional Agreement.

Supplier: means any supplier of Products made available to order through the Buyer App, including Pro-suppliers;

Supplier Sale Contract: means a contract for the sale of Products by a Pro-supplier to Buyer via the REKKI Marketplace, which contract incorporates the terms and conditions available [here](#); and

Territory: means United Kingdom, if the Pro-supplier is located in the UK; or the USA if the Pro-supplier is located in the USA.

3. Our role

When Buying from Pro-suppliers

- 3.1 When a Buyer places an order for Products with a Pro-supplier through the Buyer App, the Buyer purchases from the Pro-supplier directly, not from us, and in the case of paying for

Products via REKKI Marketplace, under the terms and conditions of a Supplier Sale Contract. The Buyer agrees that the Supplier Sale Contract comes into existence when REKKI sends the order (placed by the Buyer on the REKKI Marketplace) to the Pro-supplier (whether via email, integration and/or the Supplier App). You acknowledge that each Pro-supplier has appointed and authorized REKKI to act as its commercial agent to negotiate or conclude on its behalf the sale of Products to Buyers under each Supplier Sale Contract. In this limited capacity, REKKI is not a party to the Supplier Sale Contract. REKKI is not acting as an agent in any way on behalf of the Buyers. Buyers pay REKKI the price due and payable under each Supplier Sale Contract (“**Price**”). REKKI charges each Pro-supplier a fee for providing its services to them. Those services involve REKKI acting as the ‘merchant of record’ (which Buyers will see on their card or payment account statement) to collect the Price due under each Supplier Sale Contract. REKKI does not charge Buyers any fees to use the Buyer App. If the Buyer is granted extended payment terms by a third party service provider, the Price shall be payable to that third party, subject to the provisions of any Additional Agreements in place from time to time.

- 3.2 Each Buyer acknowledges and agrees that payment by the Buyer to REKKI (or to any third party credit provider, if applicable) of the Price due to each Pro-supplier under or in connection with each Supplier Sale Contract satisfies the Buyer’s obligation to pay that amount to the Pro-supplier. That means if REKKI does not settle any such payments to the Pro-supplier, the Pro-supplier will have recourse only to or against REKKI and not the Buyer.

When dealing with any Supplier

- 3.3 In the event of any quality or delivery or payment issues associated with any Products purchased from a Supplier by you, all queries and disputes should be directed to the Supplier via the Buyer App. REKKI has no obligation to monitor or resolve any disputes between Buyers and Suppliers, but we may choose to do so in our own sole and absolute discretion (acknowledging that REKKI is acting as principal on its own account when dealing with Suppliers in this capacity, including as the ‘merchant of record’ under card scheme rules, and not acting as an agent on the Buyer’s behalf).
- 3.4 We do not endorse, verify or otherwise certify the prices, the Products made available by a Supplier, nor the credit worthiness, capability or reliability of any Buyers. Any information provided by a Buyer to another Buyer or to a Supplier is provided by the party concerned and we are not responsible for its quality, accuracy, reliability, timeliness or authenticity.
- 3.5 Notwithstanding anything in the foregoing, you acknowledge and agree that REKKI may use, store, retain and otherwise process the details of any and all orders submitted by Buyers through the Buyer App (subject to our Privacy Policy in relation to the processing of any personal data).

4. Access to the Buyer App and if someone else owns the device you are using

- 4.1 The Buyer App may only be downloaded, installed, accessed or used on a device owned or controlled by you and running the relevant operating system for which the Buyer App concerned was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to download and use the Buyer App. We recommend that you back up any content and data used in connection with the Buyer App to protect yourself in case of problems with the Buyer App. The Buyer App has not been developed to meet your individual requirements. Please check that the functions of the Buyer App meet your requirements.
- 4.2 You, any of your personnel and other individual users (whether Authorised Users or otherwise) who use this Buyer App on your behalf will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to download the Buyer App to that device. You accept responsibility, in accordance with this Agreement, for all access to, and use of, the Buyer App by you, your personnel and other individual users

(whether Authorised Users or otherwise) on any device and for complying with this Agreement, whether or not the device is owned by you.

- 4.3 You acknowledge that the mobile service provider for the device to which you download or on which you access or use the Buyer App, may charge for internet access (including mobile data usage) on that device.
- 4.4 We may, from time to time, restrict access to certain features, functions or content of, or the REKKI Services accessible through, the Buyer App. You must be registered to access or use the Buyer App and the REKKI Services and you will be required to provide information or material about your entity and business as part of the registration process, including your payment method and/or payment card details (unless you have been invited as a Buyer to join REKKI by an existing Supplier). You must ensure that any registration details and information that you provide, whether during the registration process or thereafter throughout the continuation of your use of the Buyer App, are complete, accurate and kept up-to-date. You agree to maintain and promptly amend all such details and information to keep it true, complete, current and accurate.
- 4.5 Your REKKI Account on the Buyer App is accessible through a log-on ID (such as a username and password or other identifier). You must safeguard and treat such information as confidential, keeping it secure and safely stored, and must not disclose it to anyone else, apart from Authorised Users who are aware of your obligations to keep those details secure. You authorise us to assume that any of your personnel and other individual users (whether Authorised Users or otherwise) using the Buyer App with your log-on ID, either is you or is authorised to act for you. You must notify us immediately of any actual or suspected security breach or improper or unauthorised use of your REKKI Account details and password of which you become aware including without limit any use which would breach this Agreement.
- 4.6 We reserve the right to disable any log-on ID or suspend or terminate your REKKI Account or restrict your access to certain parts of the Buyer App, at any time, if in our reasonable opinion you, any of your personnel or any other individual users (whether Authorised Users or otherwise) have failed to comply with any of the provisions of this Agreement or if any details or information you provide for the purposes of registration (or for the purposes of maintaining access to, and use of, the Buyer App and your REKKI Account) prove to be false, or misleading or for any other reason.
- 4.7 You understand and accept that REKKI shall have administrator access to all parts of the Buyer App and will track, using third party tools, your use of the Buyer App. References to the tracking are included in REKKI's Privacy Policy.

5. Payments

- 5.1 You may be required to enter your payment details when first registering on REKKI. When you wish to pay a Pro-supplier for Products purchased through the REKKI Marketplace, you must register with the Payment Services Provider and agree to accept the terms of the Payment Services Agreement and follow the Payment Services Provider's instructions. You may be required to enter into Additional Agreements, including where you choose to apply for extended payment terms on Pro-supplier invoices when placing an order in the Buyer App. If the third party service provider grants you the extended payment terms, you agree to pay the amount of each invoice to that third party service provider in accordance with any relevant provisions of the Additional Agreement.
- 5.2 Any sensitive payment method details submitted by you are stored by the Payment Services Provider on its systems and are not disclosed to or stored by REKKI (other than the last four digits of a payment card, if such option is selected, which are revealed to us by the Payment Services Provider when confirming that your payment has been made).
- 5.3 Every time you place a new order with a Pro-supplier, you can either select a payment method already saved with the Payment Services Provider or update your payment details or

enter new payment details. Unless an alternative arrangement is agreed under an Additional Agreement relating to extended payment terms:

- (a) on order placement and following receipt of a corresponding invoice by you on REKKI, REKKI will initiate the transfer of the funds. Where a card payment option was selected, your chosen payment card will show funds as “reserved” and your payment card will be charged the full amount of the Price 24 hours later;
- (b) REKKI will appear as the ‘merchant of record’ on your card or payment account statement, along with the name of the Pro-supplier for whom we are acting in relation to that Supplier Sale Contract;
- (c) If your card payment for the Price does not go through, the Payment Services Provider will notify us and we will notify you of the same and you must promptly (and in any event within 24 hours following receipt of such notification) rectify any issues in order to enable the Payment Services Provider to process the payment without delay; and
- (d) In the case where a payment option was selected by you and the payment failed, upon notification by the Payment Services Provider to REKKI of such failure, REKKI will automatically attempt to collect the funds from any alternative payment method saved by you on REKKI and we shall notify you of each such attempt.

5.4 REKKI reserves the right to restrict, block and/or suspend you, any of your personnel and other individual users (whether Authorised Users or otherwise) from accessing your REKKI Account, any of the REKKI Services and/or the Buyer App (in part or in full) until the Price under the relevant Supplier Sale Contract is paid in accordance with this Agreement or any Additional Agreement governing extended payment terms (as the case may be).

6. Refunds and Buyer Discounts

6.1 You could occasionally be eligible to receive refunds for the Products purchased from Pro-suppliers through the REKKI Marketplace. Without prejudice to any other regulatory or statutory rights you may have, you may send a request for refund to us (in our capacity as commercial agent for the Pro-supplier) on the Buyer App as soon as possible and, in any event, within 24 hours of receipt of invoice from the Pro-supplier at the latest (“**Refund Request**”). We will review the Refund Request and we may, if applicable, instruct the Payment Services Provider to credit the Refund Request amount (in part or in full) to the relevant payment card or to other such payment method that you selected to pay the Price under the relevant Supplier Sale Contract at the time of placing an order on the Buyer App.

6.2 REKKI may offer Buyers access to various discounts and promotions from time to time (“**Buyer Discounts**”). Buyer Discounts availability shall be subject to REKKI’s discretion and REKKI reserves the right to amend and/or withdraw Buyer Discounts at no notice or on short notice. Where Buyer Discounts are offered through REKKI acting as a Pro-supplier’s commercial agent, REKKI will credit the amount to the payment card you selected to pay the Price under the relevant Supplier Sale Contract, but the Buyer Discount will appear in the Buyer Account as a separate transaction.

7. Licence and what you are allowed to do

7.1. We licence to you the Buyer App which may only be used by you for business purposes only (and not personal, household or individual consumer use) for and on behalf of your organisation, and only in accordance with this Agreement, any applicable terms of any relevant third party service provider for the device to which you download, or on which you access or use, the Buyer App and only for lawful purposes (complying with all Applicable Laws), and in a responsible manner.

7.2 Subject to the following sections, you may retrieve and display content (including without limit the REKKI Content) from the Buyer App on a computer or mobile device and store the Buyer

App in electronic form incidentally in the normal course of use of your browser or mobile device. Additional Agreements may also apply to certain features, parts or content of the Buyer App and, where they apply, will be displayed on-screen or accessible via a link available for you to read and agree before accessing such content. The provisions of clause 1.2 shall apply in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Additional Agreement.

8. What you are not allowed to do

8.1 While using the Buyer App and the REKKI Services, you agree to comply with all Applicable Laws. Except to the extent expressly set out in this Agreement, you shall not (and shall procure that your Authorised Users shall not):

- (a) republish, exploit, redistribute or re-transmit the Buyer App;
- (b) attempt to or actually reverse engineer, decompile, disassemble, decipher or create derivative works based on the whole or any part of the Buyer App or otherwise attempt to derive the source code for the Buyer App or any related technology;
- (c) duplicate, copy or store the Buyer App other than for your normal use of the Buyer App as permitted by the terms of this Agreement and as may occur incidentally in the normal course of use of your browser or mobile device;
- (d) store the Buyer App on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Buyer App;
- (e) remove or change any content (including without limit the REKKI Content) of the Buyer App other than applicable Buyer Content;
- (f) translate, merge, adapt, vary, alter or modify, the whole or any part of the Buyer App nor permit the Buyer App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Buyer App on devices as permitted by the terms of this Agreement;
- (g) attempt to circumvent security or technical measures used to provide the Buyer App or interfere with the proper working and functioning of the Buyer App or any servers on which it is hosted or use the Buyer App or any of the REKKI Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Buyers;
- (h) systematically extract and/or re-utilise parts of the Buyer App and, in particular, you must not use any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the Buyer App;
- (i) intentionally or negligently upload or transmit data, content or material that is false, defamatory, offensive, misleading or otherwise objectionable in relation to your use of the Buyer App or any REKKI Services or transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others;
- (j) use the Buyer App in a way that might damage our name, goodwill or reputation or that of any of our affiliates or licensors;
- (k) use the Buyer App or any REKKI Services in any unlawful manner, for any unlawful purpose or in breach any Applicable Laws, or in any manner inconsistent with the terms of this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting or distributing malicious code, such as viruses, or harmful data or any other technologies, into the Buyer App, any REKKI Services or any operating system;
- (l) use or access the Buyer App, platform or its account(s) to build a similar service or application or engage in activities which are identical or similar to the REKKI Marketplace;
- (m) infringe our Intellectual Property Rights or infringe any Intellectual Property Rights that belong to third parties in relation to your use of the Buyer App or any of the REKKI Services, including by the submission of any material (to the extent that such use is not licensed by this Agreement) or post Buyer Content that does not belong to you; or
- (n) otherwise do anything that is not expressly permitted by the terms of this Agreement or is otherwise agreed in writing between you and us.

8.2 If you become aware of any breach of the above terms or any other terms of this Agreement, please report it to legal@rekki.com or by clicking on the relevant link in the Buyer App. You agree

to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a breach of any terms of this Agreement.

- 8.3 You acknowledge and agree that if you wish to do anything with the Buyer App that is not expressly permitted by this Agreement, you will need a separate licence from us. Please contact us via email to legal@rekki.com

9. Third party platform providers and application stores

- 9.1 Certain third party platform providers, with whose devices and/or operating systems the Buyer App has been designed to be compatible, oblige us to include certain additional provisions in this Agreement. These are set out at the end of this Agreement under “Additional terms from third party platform providers”. These provisions come from the relevant third party platform providers, not us.
- 9.2 Third party application stores are operated by the relevant third party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which you download the Buyer App. We are not responsible for such stores or (with the exception of the Buyer App) for anything provided by them and do not guarantee that they will be continuously available. No warranty or representation is made with regard to such stores and in no event shall we, or our affiliates, be held liable for any services or products provided by such stores and third party platform providers.

10. Intellectual Property Rights

- 10.1 We license, but do not sell, to you the Buyer App (including the REKKI Content) you download. We remain the owners of the Buyer App and the REKKI Content at all times.
- 10.2 All rights (including but not limited to all Intellectual Property Rights) to and in the Buyer App and in any REKKI Content on the Buyer App other than Buyer Content (as defined in clause 13.1), and all other Intellectual Property Rights belonging to or licensed to REKKI, remain vested in and owned by us, our affiliates or our licensors at all times (together the “**REKKI IP**”). Except as expressly set out here, nothing in this Agreement gives you any rights in respect of any REKKI IP or other Intellectual Property Rights owned by us, our affiliates or our licensors or of the goodwill associated therewith. You acknowledge that you do not acquire any ownership rights by downloading the Buyer App or any REKKI Content from the Buyer App and that you have no Intellectual Property Rights in, or to, the Buyer App other than the right to use the Buyer App in accordance with the terms of this Agreement.
- 10.3 The Buyer App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software’s source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, “**Open Source Software**”). Please note that, to the extent that the Buyer App contains any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (“**Open Source Licence Terms**”) and not under this Agreement, and you accept and agree to be bound by such Open Source Licence Terms. A copy of the source code for any Open Source Software contained in the Buyer App and the relevant Open Source Licence Terms will be made available to you upon written request to us.
- 10.4 Nothing in the terms of this Agreement shall constitute any representation or warranty by us that: (a) the Intellectual Property rights in REKKI IP are valid; or (b) the exercise by Buyers of rights granted under this Agreement will not infringe the rights (including any third party Intellectual Property Rights) of any person.

11. Functionality, content and updates to the App

11.1 You agree that downloading, installing, accessing and use of the Buyer App (including all material and all REKKI Content) that is made available for download and all related REKKI Services are provided on an 'as is' and 'as available' basis and at your sole discretion and risk.

11.2 We reserve the right to change the design, features and/or functionality of the Buyer App by making the updated Buyer App available for you to download or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download any updated Buyer App, but we may cease to provide and/or update content to prior versions of the Buyer App and, depending on the nature of the update, in some circumstances you may not be able to continue using the Buyer App until you have downloaded the updated version.

11.3 Whilst we try to make sure that REKKI Content made available by the Buyer App consisting of information of which we are the source is correct, you acknowledge that the Buyer App makes content available which is derived from a number of sources – including from Buyers – for which we are not responsible. In all cases, information made available by the Buyer App (including without limit the REKKI Content) is not intended to amount to authority or advice on which reliance should be placed. Accordingly, any material or content downloaded or otherwise obtained through the Buyer App is done at each Buyer's sole discretion and risk. You should check with us or the relevant information source before acting, or refraining from acting, on any such information.

11.4 Except as expressly set out in this Agreement, and to the extent permitted by law, we make or give no representation or warranty:

- (a) as to the validity, accuracy, completeness, currency, correctness, reliability, integrity, quality, performance, timeliness, merchantability or originality of any content of the Buyer App;
- (b) that the Buyer App will be fit for purpose and meet your specific requirements;
- (c) as to non-infringement or originality of any REKKI Content of the Buyer App;
- (d) as to any goods and services (including the REKKI Services) offered or displayed on the Buyer App;
- (e) as to the continuous, uninterrupted or error-free operability of, or access to, the Buyer App or that the Buyer App will respond at a certain speed (since this depends on a number of factors outside our control); or
- (f) that all errors in the Buyer App will be corrected,

and we hereby expressly disclaim any and all such warranties and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are also hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Buyer App (including without limit the REKKI Content).

11.5 We cannot and do not guarantee that the REKKI Services, the REKKI Content, the Buyer App or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the Buyer App and its content.

11.6 All REKKI Content, including any images of Products shown, may not represent the actual product sold by the Supplier. All images shown on the REKKI Marketplace or the Buyer App are for illustration purposes only and may vary in appearance.

12. Your personal information

12.1 Use of your personal information submitted to us via the Buyer App is governed by our Privacy Policy. Additionally, by using the Buyer App, you acknowledge that internet transmissions are never completely private or secure and that it is always possible that any message or information you send using the Buyer App may be read or intercepted by others.

13. Buyer Content and indemnity

- 13.1 The Buyer App allows you to submit share, transmit or upload user-generated content (“**Buyer Content**”) and also allows you to communicate that content, either to selected recipients or in public or semi-public areas, such as in chats or conversations between Buyers and Suppliers (collectively “**Buyer Content Areas**”). We do not control or screen Buyer Content submitted, shared, transmitted or uploaded, nor are Buyer Content Areas actively moderated. You are solely responsible for Buyer Content as submitted, shared, transmitted or uploaded by you and acknowledge that all Buyer Content expresses the views of its respective authors, and not our views. Accordingly, we do not endorse, verify or otherwise certify the contents of any comments, communications, material or information submitted, shared, transmitted or uploaded and take no responsibility and assume no liability for any Buyer Content that you or any other Buyer or third party posts, sends, or otherwise makes available through the App.
- 13.2 If you submit, share, transmit or upload any Buyer Content, you must:
- (a) keep it relevant to the purpose of the Buyer Content Area to which you submit it and the nature of any topic as well as true, accurate and complete;
 - (b) not submit any Buyer Content that is unlawful, threatening or harassing, defamatory, abusive, libellous, pornographic, obscene, objectionable, vulgar, indecent or offensive;
 - (c) not submit any Buyer Content which infringes the Intellectual Property Rights or other rights of any third party;
 - (d) not submit any Buyer Content that breaches any Applicable Law or that you consider to be confidential or proprietary in nature (as further described in clause 13.4 below);
 - (e) not submit any Buyer Content that contains any viruses and/or other code that has contaminating or destructive elements; and
 - (f) not impersonate, or misrepresent an affiliation with, any third party, person or entity.
- 13.3 You agree that, by submitting any Buyer Content, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right (through multiple tiers) and licence to transmit, use, reproduce, modify, adapt, edit, publish, duplicate, translate, create derivative works from, distribute, perform and display such Buyer Content (in whole or part), remove any part of it and/or incorporate it in other works in any form, media or technology known now or developed in the future in any manner and for any purpose which may be beneficial, whether directly or indirectly, to us, our affiliates and the Buyer App including without limitation to provide the REKKI Services we offer through the Buyer App. You waive any moral rights you may have in, or to be identified as the author, of such Buyer Content.
- 13.4 While we maintain certain security standards, as further detailed in our Privacy Policy, we cannot ensure the confidentiality of Buyer Content. You must not post any Buyer Content on or through the Buyer App or transmit to, or share with, us any Buyer Content that you consider to be confidential or proprietary. Any Buyer Content posted by you to or through the Buyer App or transmitted to, or shared with, us will be considered non-confidential and non-proprietary, and treated as such by us, and may be used by us in accordance with this Agreement (including and subject to our Privacy Policy) without notice to you and without any liability. We will not use Buyer Content for marketing purposes to the extent it incorporates any order information submitted by Buyers or Suppliers to the Buyer App without your prior consent (not to be unreasonably withheld or delayed).
- 13.5 Whilst we do not pre-screen Buyer Content, we reserve the right, in our sole discretion, to remove, delete, edit or modify any Buyer Content (in whole or in part) submitted by you and/or to close any discussion topic or chat, at any time without notice or liability to you including without limitation which we reasonably believe: (a) breaches any Applicable Laws; (b) infringes any third party Intellectual Property Rights; (c) could harm our interests or the interests of our affiliates or licensors; or (d) otherwise find is inappropriate in our sole discretion.
- 13.6 You warrant, represent and undertake that you have all rights, consents, authority, power and permissions necessary to meet your obligations under this Agreement, to grant the licence

referred to in clause 13.3 and required by us to use any of the Buyer Content (which shall include any Intellectual Property Rights in your name and logo).

13.7 YOU AGREE THAT IF ANYONE BRINGS ANY CLAIM, DEMAND, SUIT, PROCEEDING, ACTION OR ALLEGATION AGAINST US, OUR LICENSORS OR OUR AFFILIATES RELATED TO BUYER CONTENT (INCLUDING CLAIMS BY A THIRD PARTY ALLEGING THAT THE BUYER CONTENT INFRINGES, MISAPPROPRIATES OR BREACHES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS), YOUR ACCESS TO OR USE OF THE BUYER APP AND THE REKKI SERVICES (AS APPLICABLE), YOUR FAILURE TO COMPLY WITH APPLICABLE LAWS OR YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDITIONAL AGREEMENTS THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY US, OUR AFFILIATES AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND HOLD US AND THEM HARMLESS FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS AND ALL OTHER RELATED COSTS AND EXPENSES) ARISING OUT OF SUCH CLAIM, DEMAND, SUIT, PROCEEDING, ACTION OR ALLEGATION. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU IN WHICH EVENT YOU SHALL COOPERATE WITH US INCLUDING BUT NOT LIMITED TO ASSERTING ANY AVAILABLE DEFENCES.

13.8 Complaints about the content of any Buyer Content must be sent to legal@rekki.com and must contain details of the specific Buyer Content giving rise to the complaint.

14 External links

14.1 The Buyer App may, from time to time, include links to external, independent sites which are not provided by us and not under our control, which may include links to third party offers and promotions. These are included to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for, and have not checked and approved, the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that links are included to such external sites does not imply any endorsement of or association with their operators or promoters. You will need to make your own independent judgement about whether to use any such external, independent sites, including whether to buy any products or services offered by them.

15. Termination of your rights to use the Buyer App and effects of termination

15.1 Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving written notice to you in the event that:

- (a) you are in material or persistent breach of any of these terms or conditions of this Agreement;
- (b) we have reasonable grounds to believe that you are in material or persistent breach of any of these terms or conditions of this Agreement, which you fail to remedy (if remediable) within seven (7) days after the service of written notice requiring you to do so. This includes without limitation any breach by you of any of the restrictions set out in clause 8.1. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches;
- (c) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts, you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on

business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in any relevant jurisdiction;

- (d) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under this Agreement has been placed in jeopardy.

15.2 Without affecting any other right or remedy available to us, and except where you are in material breach of any of the terms and conditions of this Agreement and clauses 15.1(a) and 15.1(b) apply, we may, at any time, give written notice of not less than one (1) week that your REKKI Account and/or access to the Buyer App and the REKKI Services is to be terminated.

15.3 You may, at any time, choose to stop using the Buyer App and the REKKI Services and if this occurs, you must contact REKKI and request in writing deletion of your REKKI Account. Once your REKKI Account has been deleted, the Buyer Content associated with your REKKI Account will no longer be visible on the REKKI Marketplace or the Buyer App and the provisions of clause 15.4 shall apply. Our Privacy Policy sets out how any personal data will be handled by REKKI, following the deletion of your REKKI Account request.

15.4 On termination of this Agreement for any reason:

- (a) your REKKI Account will be immediately closed and you will no longer have access to the Buyer App (and any accounts determined to be related to such account by REKKI in its sole discretion and without liability for any losses or damages arising out of or in connection with such termination) or to any data, messages, files or other materials you previously were able to access on the Buyer App and your status as a Buyer will be removed. We will have no obligation to maintain any data, information or content stored in your REKKI Account or on the Buyer App and may, in our sole discretion, delete all copies of such data, information and content in our systems or otherwise in our possession or control except to the extent permitted or required by Applicable Law;
- (b) all rights granted to you under this Agreement shall immediately cease including your rights to use the Buyer App and the REKKI Marketplace;
- (c) you must stop all activities authorised by this Agreement, including your use of the Buyer App, the REKKI Content and any REKKI Services;
- (d) you must delete or remove the Buyer App and all REKKI Content from all devices in your possession and immediately destroy all copies of the Buyer App and any REKKI Content which you have and confirm to us that you have done this;
- (e) all amounts payable under each outstanding invoice (if any) shall become immediately due and payable and must be paid immediately as specified in the invoice (and such sums may be set-off against any sums owed to you by the entity to which the amount payable under each invoice is to be made, in that entity's sole and absolute discretion); and
- (f) any outstanding sums due and payable by you to us and by us to you must be made immediately on the effective termination date and we may set-off such sums in our sole and absolute discretion.

15.5 Any provision of this Agreement, which is expressly or by implication intended to continue in force and effect after termination of this Agreement shall continue in force and effect notwithstanding such termination, including without limitation clauses 2, 8, 10,11,13, 15, 16, 17,18 and 19.

15.6 The termination of this Agreement shall not prejudice or affect any right of action, remedies, obligations or liabilities of the parties which shall have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

16. Our liability

16.1 Nothing in this Agreement shall limit or exclude the liability of either party for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) our respective contractual debt obligations (including any invoices payable by you or refunds for which you may be eligible under this Agreement, subject to our rights of set-off); or
- (d) any other liability that, by law, may not be limited or excluded.

16.2 In no event shall either you or us be liable for any indirect, special, incidental, punitive or consequential losses or damages, or for any loss of profits or revenues (whether direct or indirect), loss of business, loss of business opportunity, loss of contracts, loss of data, loss of goodwill or reputation or other similar losses or business interruption, howsoever caused and whether in contract, tort (including negligence), strict liability, equity or otherwise, whether or not they were foreseeable or either party was advised of the possibility of such damages or losses, arising out of, or in any way connected with, the Agreement.

16.3 Subject to clauses 16.1 and 16.2, the total aggregate liability of us, our directors, employees, consultants, agents, licensors, affiliates or anyone acting on our behalf under this Agreement in contract, tort (including negligence), strict liability, equity or for breach of statutory duty or otherwise, shall be limited to £100 (one hundred pounds) and strictly limited to losses and damages that were reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted this Agreement, both we and you knew it might happen. The limitations and exclusions of liability under this Agreement shall apply to the maximum extent permitted by law and shall apply whether or not a party has been advised of, or should have been aware of, the possibility of such losses or damages arising.

16.4 We shall not be in any way responsible or have any liability for the performance of contract between you and Supplier, for the quality, safety, lawfulness or availability of any Products sold by the Supplier or their ability to sell, supply or deliver the Products or for payment by any Buyer (except on the terms stated above). We do not provide any guarantee that any communications made between the Buyers will be received in a timely manner, or that they will be accurate, or that the communications will be correctly interpreted by each Buyer. Buyers are solely responsible and liable for the contents of their communications and all other material or information which are or are not made via the Buyer App.

16.5 We shall have no liability to any Authorised User of the Buyer App or the REKKI Services for any loss suffered by a Buyer to the extent that it arises in connection with any communications which are or are not made via the Buyer App nor any liability that may arise as a result of or in connection with claims from such Buyers, consumers or other third parties from their use of the Products provided by a Supplier and the REKKI Services obtained through the Buyer App.

16.6 We will have no liability for any orders placed or supplied including without limit in error or by any individuals who are not authorized by such Buyer. Buyers shall fully assume the risks of conducting any purchase and sale transactions in connection with or through the Buyer App and platform and also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the Products from a Supplier and the REKKI Services that are the subject of the transactions using the Buyer App.

16.7 You are responsible for, and REKKI shall not be liable for any losses or damages arising as a result of, your use of the Buyer App and for all activities that occur under your login ID and REKKI

Account (whether such use or activities are authorised or not) including for your failure to follow REKKI's reasonable instructions given from time to time and/or for your breach of Applicable Law.

17. General

17.1 You may not transfer or assign or deal in any other manner with, in whole or in part, any or all of your rights or obligations under this Agreement. Any attempted assignment or transfer in breach of this clause will be null and void. We may at any time transfer, assign, subcontract, delegate or deal in any other manner with, in whole or in part, any or all of our rights and obligations under this Agreement (including any affiliates of REKKI).

17.2 You hereby warrant, represent and undertake to REKKI that: (i) you will comply with all Applicable Laws; (ii) neither you nor your agents, directors, employees, officers and subcontractors have been convicted of any offence involving any applicable laws, regulations, rules and codes making provision about slavery, servitude and forced or compulsory labour and about human trafficking including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Laws**"); (iii) neither you nor your agents, directors, employees, officers and subcontractors have engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 ("**Anti-Bribery Laws**"); (iv) having made reasonable enquiries, so far as you are aware, neither you nor your agents, directors, employees, officers and subcontractors have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Anti-Slavery Laws or Anti-Bribery Laws; and (v) you will have, maintain and continually enforce its own policies and procedures to ensure compliance with your obligations under this clause.

17.3 All notices given by you to us must be given in writing to legal@rekki.com. Notices sent by registered post or recorded delivery shall be deemed to be served three (3) business days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

17.4 No party shall be liable or responsible for the failure to perform, or any delay in performance of, any obligation hereunder for causes or events beyond its reasonable control including but not limited to acts of God, acts of government, governmental restrictions and regulations or restrictions imposed by law, accidents, fires, floods, pandemics, epidemics, civil unrest, wars, riots, acts of terror, rebellions, blockades, strikes or other industrial action, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service or telecommunications provider or telecommunications or internet failures. If support for the Buyer App is delayed by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If there is a risk of substantial delay you may contact us to close your REKKI Account and the provisions of clause 15.4 shall apply.

17.5 If we fail to enforce any term of or any of our rights pursuant to the terms of this Agreement, that does not result in a waiver of that term or right and shall in no way affect our right later to enforce or to exercise it.

17.6 If any provision of this Agreement is found to be illegal, invalid or unenforceable under any Applicable Law, such provision shall, insofar as it is severable from the remaining provisions, be deemed omitted from the terms of this Agreement and the legality, validity or enforceability of the remaining provisions shall remain unaffected.

17.7 Headings are for reference purposes only and do not define or limit the scope or extent of such clause.

17.8 The terms of this Agreement and any Additional Agreement or other document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Any contract formed on the terms of this Agreement may be concluded in the English language only.

17.9 Except as may be expressly stated, nothing in this Agreement is intended to confer a benefit on any person who is not a party to it and no such person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17.10 Nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship between any of the parties. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to create an agency relationship between any of the parties.

17.11 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing shall prevent us from bringing proceedings to protect our Intellectual Property Rights before any competent court.

18. Additional terms from third party platform providers

Apple

If the Buyer App that you download, access and/or use runs on Apple's iOS operating system:

- the Buyer App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system, and only in accordance with Apple's usage rules published in its App Store terms of service;
- you acknowledge and agree that:
 - Apple has no obligation at all to provide any support or maintenance services in relation to the Buyer App. If you have any maintenance or support questions in relation to the Buyer App, please contact us, not Apple, using the Contacting us details in these terms;
 - except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Buyer App are between you and us (and not between you, or anyone else, and Apple);
 - in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Buyer App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
 - although these terms are entered into between you and us (and not Apple), Apple, as a third party beneficiary under these terms, will have the right to enforce these terms against you;
- you represent and warrant that:
 - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
 - you are not listed on any United States Government list of prohibited or restricted parties; and
- if the Buyer App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the Buyer App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Buyer App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Buyer App or as a result of you or anyone else using the Buyer App or relying on any of its content.

19. Additional Terms for Buyers in the United States

The following additional terms (the **Additional Terms**) apply to our relationship with users of the Buyer App located within the United States, and are hereby incorporated by reference into, and amend, the Agreement. In the event of any conflict between these Additional Terms and the Agreement, these Additional Terms will govern.

Introduction. The following language is added to the section entitled "Introduction":

ARBITRATION NOTICE. Except for certain kinds of disputes described in the section entitled "Dispute resolution and arbitration," you agree that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS Agreement, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION

OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

Intellectual property rights. The last paragraph of the section entitled “Intellectual property rights” is hereby deleted and replaced in its entirety with the following:

The Buyer App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source license terms, including terms which allow the free distribution and modification of the relevant software’s source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, **Open Source Software**). Please note that, to the extent that the Buyer App contains any Open Source Software, that element only is licensed to you under the relevant license terms of the applicable third party licensor (**Open Source License Terms**) and not under this Agreement, and you accept and agree to be bound by such Open Source License Terms. A copy of the source code for any Open Source Software contained in the Buyer App will be made available to you upon request. You can view the Open Source License Terms here.

Functionality and content. The last paragraph of the section entitled “Functionality, content and updates to the App” is hereby deleted and replaced in its entirety with the following:

Except as expressly set out in this Agreement, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Buyer App and, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND ARE HEREBY EXCLUDED, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE APPLICATION AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE APPLICATION ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOU OR ANYONE ELSE RELYING ON THE CONTENT OF THE APPLICATION.

WE CANNOT AND DO NOT GUARANTEE THAT THE APPLICATION OR ITS CONTENT WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE INFORMATION TECHNOLOGY SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF THE APPLICATION AND ITS CONTENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE APPLICATION AND YOUR DEALING WITH ANY OTHER APPLICATION USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE APPLICATION AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE APPLICATION) OR ANY LOSS OF DATA, INCLUDING BUYER CONTENT.

Digital Millennium Copyright Act. The following section is added after the section entitled “Buyer content and indemnity”:

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on or through the Buyer App, you may contact our Designated Agent at the following address:

REKKI Limited
ATTN: Copyright Manager
Unit 3 NW Works,
135 Salusbury Road,
London NW6 6RJ
UK

Email: copyright@rekkiapp.com

Any notice alleging that materials hosted by or distributed through the Buyer App infringe intellectual property rights must include all of the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Buyer App;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Buyer App of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. We reserve the right to terminate the accounts of, and remove Buyer Content posted by users that are determined by us to be repeat infringers of third party intellectual property rights. "Repeat infringers" are users with respect to whose Buyer Content we have received three or more notices of alleged infringement of intellectual property rights that comply with the requirements set forth above within a 12 month period. We also may remove any Buyer Content or terminate any user account at any time, and for any reason, at our sole discretion.

Indemnity. The following section is added after the section entitled "External links":

To the fullest extent permitted by law, you are responsible for your use of the Buyer App, and you will defend and indemnify us and our officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the **REKKI Entities**) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Buyer App; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Our liability. The section entitled "Our liability" is deleted and replaced in its entirety with the following:

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE REKKI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE APPLICATION OR ANY MATERIALS OR CONTENT ON THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY REKKI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN THE SECTION REGARDING DISPUTE RESOLUTION AND ARBITRATION AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE REKKI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE APPLICATION OR OTHERWISE UNDER THIS Agreement, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO REKKI FOR ACCESS TO AND USE OF THE APPLICATION IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THIS Agreement THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS Agreement. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE Agreement. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Dispute resolution and arbitration. The following section is added directly before the section entitled "General":

Generally. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, and except as described in the "Exceptions" section below, you and we agree that every dispute arising in connection with this Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS Agreement, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (**AAA**) under its Consumer Arbitration Rules (collectively, **AAA Rules**) as modified by this Agreement. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (**Notice of Arbitration**). Our address for Notice is: REKKI Limited, Unit 3 NW Works, 135 Salusbury Road, London NW6 6RJ, England. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (**Demand**). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

Fees. If you commence arbitration in accordance with this Agreement, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York County, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse we for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with the Buyer App will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

Enforceability. If the class action waiver above is found to be unenforceable or if the entirety of this dispute resolution section is found to be unenforceable, then the entirety of this dispute resolution section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the section below will govern any action arising out of or related to this Agreement.

General. The section entitled “General” is deleted and replaced in its entirety with the following: You may not transfer or assign any or all of your rights or obligations under this Agreement. We may assign or transfer this Agreement or any rights or obligations hereunder at any time in our sole discretion. All notices given by you to us must be given in writing to the address set out at the end of this Agreement.

If we fail to enforce any of our rights, then that does not result in a waiver of that right.

If any provision of this Agreement is found to be unenforceable, all other provisions shall remain unaffected.

This Agreement may not be varied except with our express written consent.

This Agreement and any document expressly referred herein, collectively, represent the entire agreement between you and us in relation to their subject matter.

This Agreement shall be governed by the law of the state of New York without regard to its conflict of law principles. Subject to the section on “Dispute resolution and arbitration,” you agree that any dispute between you and us regarding this Agreement or the Buyer App will be resolved exclusively by the federal and state courts in New York County, New York.